# INFORMATION SHEET 9/13/2016 TRUSTEES' MEETING

ATTACHMENT: 4.6

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Mindy Maxedon, CBO

ISSUE: Wallace Kuhl – Proposal for Engineering Geology Consulting Services – Tracy Hills Site

Attached is the agreement from Wallace Kuhl to prepare a Geologic Hazards Report (GHR) for the Proposed Tracy Hills elementary school campus to be located at 29650 South Corral Hollow Road in Tracy.

The district will be setting up the purchase order for these expenses against developer fees. The developer has been invoiced for the first quarterly payment of $62,500 toward expenses for this project. The district will be fronting the funds pending the receipt of monies from the developer.

WKA No. 10137.02P

Wallace Kuhl & Associates

**Corporate Office**
3050 Industrial Boulevard
West Sacramento, CA 95691
916 372 1434 phone
916 372 2565 fax

**Stockton Office**
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209 234 7722 phone
209 234 7727 fax

August 24, 2016

Dr. Jim Bridges
Jefferson School District
c/o Ms. Charlene Yarnall
1219 Whispering Wind
Tracy, California 95377

*Proposal for Engineering Geology Consulting Services*
**TRACY HILLS SITE**
29650 South Corral Hollow Road
Tracy, California 95377
WKA Proposal No. 2PR16174

As requested by Ms. Charlene Yarnall of PJHM Architects, we are pleased to submit this proposal to prepare a Geologic Hazards Report (GHR) for the proposed Tracy Hills elementary school campus to be located at 29650 South Corral Hollow Road in Tracy, California. To assist in the preparation of this proposal, we have discussed the project with Ms. Yarnall; we have reviewed the *Environmental Oversite Agreement* prepared by the California Department of Toxic Substance Control (DTSC); and we have reviewed our *Phase I Environmental Site Assessment* (WKA No. 10137.01, dated June 26, 2014) prepared for the subject site.

## Proposed Improvements

We understand that the proposed elementary school campus will occupy a portion of Assessor Parcel Number 253-030-014. The campus property is irregular in shape and encompasses a total area of 17 acres of vacant, undeveloped land. Preliminary plans indicate that the campus buildings will encompass a total area of about 70,000-square feet that will include a multi-purpose room, administration, gymnasium, library, and classrooms. Associated development will include construction of underground utilities, landscaping, playground areas, grass playfields, exterior flatwork, and asphalt concrete parking lots and drive aisles.

## Proposed Scope of Services

The purpose of our study would be to evaluate geologic hazards influential to the site and the impact of those hazards on the planned project. To accomplish our study, we propose to perform the following scope of services to address the criteria presented in California Geological Survey (CGS) Note 48:

- Site reconnaissance (to be performed by a California Certified Engineering Geologist).
- Review of available published geologic literature.

- Review of available aerial photographs of the site and vicinity.
- Review of available site topographic, geologic and fault map coverage.
- Review of historic seismic activity within at least 100 kilometers of the site using the computer program EQSEARCH. This program lists historical earthquakes using an abbreviated and supplemented version of the CGS computerized earthquake catalog (updated to December 2015).

Upon completion of our site reconnaissance and literature review described above, we would prepare a GHR presenting the following:

1. Findings regarding:
    a. Site description;
    b. Regional geology;
    c. Groundwater;
    d. Faults and seismicity;
    e. Historic seismicity;
    f. Coseismic ground deformation; and,
2. Conclusions regarding geologic hazards (e.g., liquefaction potential, seismic-induced settlement, landslides, naturally-occurring asbestos or NOA, flood hazards, dam inundation, etc. influencing the site).

The scope of work for this GHR consists of a "paper" study of published literature and a reconnaissance of the site by a Certified Engineering Geologist. Subsurface exploration and site-specific ground response studies, and analysis of seismically induced settlement are not included in this scope of work. These tasks would typically be performed as part of the geotechnical study for the project. We would be pleased to submit a proposal to provide these services, upon your request.

The GHR will be prepared under the direct supervision of a California Certified Engineering Geologist and California Registered Geotechnical Engineer, as required by CGS Note 48 and the California Code of Regulations Title 24. Three original copies of a detailed report presenting the findings of this study will be provided. An electronic copy of the report will also be provided upon request.

Evaluation of the potential presence of hazardous materials, proximity to high-voltage power lines, high-pressure pipelines, groundwater quality, and on-site septic systems are excluded from our scope of work. These tasks must be performed as part of future environmental and geotechnical engineering studies, if necessary.

Schedule and Fees

We anticipate we can begin project planning and scheduling within two days of receiving written authorization to proceed. The field reconnaissance would be scheduled within one to two days of receiving the written approval. The final report can be completed within about one to two weeks following completion of the field reconnaissance.

We anticipate that the report described above can be completed for a lump sum fee of **$3700**. We would not exceed this fee estimate unless the field exploration uncovers unanticipated conditions requiring additional study or if our work scope is revised, and only after receiving authorization from your office for additional work.

Project Assumptions

Based on the above, we have made the following assumptions for the project including:

- Your office will provide contact information regarding site access for the field explorations.
- The field reconnaissance can be performed during normal business hours, excluding weekends and holidays.

Agreement

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet-signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files.

We appreciate the opportunity to submit this proposal and look forward to the possibility of providing you with our services on this project. Please contact me if you have questions or comments regarding the contents of this proposal.

Wallace-Kuhl & Associates

Michael M. Watari, M.S., P.E., G.E.
Senior Engineer
G.E. No. 2675, Exp. 12/31/17

Attachments: Geotechnical Services Agreement

Wallace Kuhl & ASSOCIATES

# GEOTECHNICAL SERVICES AGREEMENT

**TRACY HILLS SITE**
**Tracy, California**

**JEFFERSON SCHOOL DISTRICT ("CLIENT")** and River City Geoprofessionals, Inc., **dba WALLACE ▪ KUHL & ASSOCIATES ("WKA")** agree:

1. PROFESSIONAL SERVICES. **WKA** will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated August 24, 2016, which is incorporated herein by reference. In performing professional service, **WKA** shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the geotechnical engineering profession practicing under similar conditions at the same time and in the same or similar locality. **CLIENT** understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

**CLIENT** recognizes that subsurface conditions beneath the project site may vary from those encountered in borings, surveys or explorations and that information and recommendations developed by **WKA** are based solely on the information available to it. Any exploration, testing surveys and analysis associated with the work will be performed by **WKA** solely to fulfill the purpose of this Agreement and **WKA** is not responsible for interpretation by others of the information developed.

2. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. **WKA** is undertaking this study with the belief there are no hazardous materials on the site. Hazardous materials may exist at a site where there is not reason to believe they could or should be present. **WKA** and **CLIENT** agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **WKA** and **CLIENT** also agree that the discovery of unanticipated hazardous materials may make it necessary for **WKA** to take immediate measures to protect health and safety, and **CLIENT** agrees to compensate **WKA** for any such extra work. **CLIENT** also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination to an aquifer, underground stream, or other hydrous body not previously contaminated with resultant spreading of hazardous materials off-site. **CLIENT** recognizes nothing can be done to prevent such an occurrence because such sampling is a necessary aspect of the work that **WKA** will perform for **CLIENT**'s benefit. **CLIENT** waives any claim against **WKA** and agrees to defend, indemnify and save **WKA** harmless from any claim or liability for injury or loss of any type arising from **WKA**'s discovery of unanticipated hazardous materials on a site, or from the spread of such contamination to an aquifer, underground stream, or other hydrous body not previously contaminated due to **WKA**'s performance under this Agreement.

3. SAMPLES. **WKA** will destroy all samples upon completion of testing unless directed by **CLIENT** in writing to retain them. Upon written notice, **WKA** will deliver samples to **CLIENT**, charges collect, or will arrange for storage of samples at an agreed location for an agreed storage charge.

4. PAYMENT. **WKA** will submit invoices for services rendered on a periodic basis; provided, however, said invoices shall not be submitted more frequently than once every 30 days. Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from date of mailing. If payment is not so made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month on the unpaid balance from the date of the invoice until paid. In the event of delinquency, **CLIENT** shall pay the actual cost of collection including, without limitation, reasonable attorneys' fees. If the **CLIENT** is an LLC, the representative of the **CLIENT** signing this agreement shall be personally responsible and guarantee payment of all invoices.

5. RIGHT-OF-ENTRY. Unless otherwise agreed, **CLIENT** will furnish right-of-entry for **WKA** to make borings, surveys and/or explorations. **WKA** will take reasonable precautions to reduce damage to property. However, it is understood by **CLIENT** that in the normal course of work, some damage may occur. **CLIENT** recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials or damage to property incurred in the normal course of work.

6. UTILITIES. **WKA** will request responsible utility owners to locate off-site lines. **CLIENT** agrees to be solely responsible for designating the locations of all utility lines and subterranean structures within the property lines of the project. **WKA** will not be liable for damage to subterranean structures (pipes, tanks, conduits, wires, etc.) that are not correctly located on or off the site.

7. JOB SITE. **CLIENT** agrees that the construction contractor will be required by **CLIENT** to assume sole and complete responsibility for job site conditions during construction of the project, including safety of persons and property. **CLIENT** further agrees to indemnify and hold **WKA** harmless from any and all liability in connection with the performance of work during construction of this project, excepting liability arising directly from the negligence of **WKA**.

8. REPORTS. Reports, plans and other work prepared by **WKA** remain the property of **WKA**. **CLIENT** agrees that all reports and other work furnished to the **CLIENT** and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

9. LIABILITY. **WKA** carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 10. Certificates of coverage will be furnished to **CLIENT** upon written request. **WKA** assumes the risk of damage caused by its personnel to its supplies and equipment. In the event **CLIENT** desires greater insurance coverage and directs **WKA** to take out additional insurance, **WKA** shall procure and maintain additional insurance, if procurable, at **CLIENT**'s expense; provided, however, **WKA** shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of **WKA**'s insurance.

10. LIMITATION OF LIABILITY. **WKA**'s liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed $50,000 or **WKA**'s total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, WKA shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from **WKA**'s performance under this Agreement.

11. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of the Agreement, it is agreed that the each party shall bear the cost of their own legal expenses.

**JEFFERSON SCHOOL DISTRICT**

Signature

MINDY MAXEDON — CSO
Name printed or typed — Title

8-25-16
Date

1219 WHISPERING WIND DR
Company Address
TRACY, CA 95377

**WALLACE - KUHL & ASSOCIATES**

Signature

Michael M. Watari/Senior Engineer/GE No.2675, Exp. 12/31/17
Name/Title

8/26/16
Date

Wallace Kuhl & Associates
Geotechnical Engineering • Engineering Geology • Environmental Consulting
Remediation Services • Construction Inspection and Laboratory Testing Services

3050 Industrial Boulevard
West Sacramento, California 95691
(916) 372-1434 FAX (916) 372-2565

# TRANSMITTAL

| | | | |
|---|---|---|---|
| Attn | *Ms. Mindy Maxedon* | Phone | *209-836-3388* |
| Company | *Jefferson School District* | Fax | *209-836-2930* |
| Address | *1219 Whispering Wind Drive* | Date | *08/29/2016* |
| | *Tracy, CA 95377* | Job No | *10137.02P* |
| Project | *Tracy Hills Site* | | |

We are transmitting the following items: ☐ Report ☐ Drawings ☐ Computer Disks ☐ Specifications ☐ Proposal ☐ Samples ☑ Other

| Copies | Date | Description |
|---|---|---|
| *1* | *8/29/16* | *Fully Executed Contract Agreement* |
| | | |
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| | | |
| | | |
| | | |

Received
AUG 30 2016
Jefferson School District
Tracy, CA

The purpose of the items transmitted:

☐ Per your request
☐ For review and comment
☐ For your approval
☐ Please return by
☐ For your information
☑ For your files
☐ Documents returned after use by us
☐ For action specified below

Comments:

Thank You!

By: *Michael M. Watari, PE, GE*
Title: *Senior Engineer*

cc: